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# PART IV

# Advertisements and Notices by Private Individuals and Private Bodies

NOTIFICATION BY THE AHMEDABAD SEEDS MERCHANTS ASSOCIATION LTD., AHMEDABAD

The approval of the Secretary, Forward Markets Commission under sub-section (1) of Section 11 of the Forward Contracts (Regulation) Act, 1952 (74 of 1952) read with Notification of the Government of India, Ministry of Commerce and Industry No. S.O. 1162 dated the 4th May, 1960 has been obtained to the following amendments made to the Bye-laws of the Ahmedabad Seeds Merchants Association Ltd., Ahmedabad, the same having been previously placed on the Notice Board of the Association, pursuant to Section 11 of the said Act and Rule 11 of the Forward Contract (Regulation) Rules 1954.

# **AMENDMENTS**

- 1. In Bye-law 1, in sub-clause (6)
  After, the word 'oilseeds' and before the word 'business' add the words 'and/or oils'.
- In Bye-law 1, in sub-clause (11)
   After the last word 'oilseeds' add the words 'and oils'.
- In Bye-law 1, in sub-clause (14)
   After the word 'oilseeds' and before the word 'on'
   add the words 'and oils'.
- In Bye-law 1, in sub-clause (15)
   After the word 'oilseeds' and before the word 'fixed' add the words 'and oils'.
- In Bye-law 1, in sub-clause (21)
   After the word 'oilseeds' and before the word 'and'
   add the words 'or oils'.
- 6. In Bye-law 1, after the clause (28)
  - Add a new sub-clause (28)(A), namely:
  - (28) (A) 'Tin of oil' means a tin which, including the tare weight and contents of groundnut oil, weighs 17·108 kilograms.
- 7. In Bye-law 2
  - After the word 'oilseeds' and before the word 'desirous' add the words 'and/or oils'.
- 8. Add Bye-law 7A after Bye-law 7 as follows, namely:—
  - "(7) A Every member shall inform the Association in writing the commodity or commodities in which he wants to trade and for which he has paid the deposit. In the event of his intention to change this commodity to any other commodity in which the Association is permitted to trade, the member shall have to apply to the Association stating the commodity to which he wants to change. No change will be permissi-

ble during the currency of any contract in the commodity for which the member had originally paid the deposit. The Board may permit such a change on terms and conditions it deems fit and proper."

- 9. For Bye-laws 17 to 57 insert the following bye-laws namely:—
  - "(17) In respect of all claims, differences and disputes required to be referred to arbitration under these bye-laws the Board shall appoint every year at one of its meetings after the new Board has taken office under the Articles a panel of Arbitrators as under:—
    - (i) The Board shall draw up a list of six persons who shall be members, partners, directors, managers or authorised representatives of members of the Association and who shall not be Directors of the Board.
    - (ii) Such list shall be forwarded to the Forward Markets Commission. The Forward Markets Commission may, if it so desires add up to 5 names of persons who shall be members, partners, directors, managers or authorised representatives of members of the Association and who shall not be Directors of the Board and forward it to the Association within 15 days of the receipt of the List from the Association.
    - (iii) If no names are received by the Board within the said period of 15 days from the Forward Markets Commission, the list prepared by the Board shall be deemed to be final.
- (18) The Arbitrators shall be selected by the parties to the dispute from a panel of arbitrators constituted as per bye-law 17.
- (19) The appointment of the arbitrators under byelaw 17 shall be for the period for which the Board is elected but any arbitration pending before any such arbitrators shall be decided by them, notwithstanding the expiry of the period for which the Board was elected.
- (20) If the Bench of arbitrators fail to come to a decision on matters referred to them for arbitration, the Bench shall inform the President about their failure to arbitrate. On receipt of such an information the President shall appoint an umpire from amongst the panel of arbitrators discharging the Bench and the umpire shall carry out the functions of the Bench. His award on the dispute shall for purpose of appeals and enforcements be considered as the award of the Bench.

(19)

- (21) Three members of the Board shall constitute the first Appeal Board. The President shall constitute the Appeal Board whenever required. The Appellate Tribunal shall be constituted by the Board and shall include the President.
- (22) The President shall notify, in such manner as he thinks fit, the names of the members constituting the Appellate Tribunal on each occasion on the above basis.
- (23) No Bench or umpire or first Appeal Board or the Appellate Tribunal shall decide any question regarding interpretation or construction of the bye-laws or the terms and conditions of the contract. When such a question arises the Bench or the umpire of the First Appeal Board or the Appellate Tribunal shall refer the matter to the Board of Directors for their decision, and the decision of the Board on the matter so referred shall be final and binding on all concerned.
- (24) An application for arbitration shall be addressed by either of the parties to the Secretary of the Association. Every such application shall be accompanied by a statement in quadruplicate containing:—
  - (a) the name in full of the parties to the dispute and their addresses;
  - (b) full details of the case; and
  - (c) the original or certified copies of such documents or information as may be relevant or relied upon.
- (25) On receipt of such application and statement the Secretary shall, by notice in writing, call upon both parties to the dispute to nominate within a period of seven days of the receipt of such notice, an arbitrator each from among the panel of arbitrators. The Secretary shall send a copy of the statement to the other party to the dispute. The other party shall, within a period of seven days, furnish in quadruplicate a defence statement setting out his or their case accompanied by documents and information in support of or bearing on the matter. The Secretary may forward a copy of such defence statement to the party or parties applying for arbitration and ask him or them to submit within a period of four days any further statement in answer to the defence statement together with all documents and information in support thereof.
- If the other party fails to submit his reply within the prescribed period, the Secretary shall make a note thereof.
- (26) If any party to the dispute which may include the members and non-members, refuses or neglects or fails, within the specified time, to appoint an arbitrator or if he requests the Board to appoint an arbitrator on his behalf, the Board shall appoint an arbitrator on his behalf.
- (27) Every nomination or appointment of the arbitrators shall be communicated to the arbitrators and on such communication the two arbitrators shall nominate an additional arbitrator from among the remaining members of the panel of arbitrators. In case of non-agreement between the two arbitrators regarding nomination of additional arbitrator, the matter shall be referred to the Board which shall appoint the additional arbitrator. The Secretary shall obtain consent in writing from every such arbitrator to act as arbitrator.
- (28) The arbitrators nominated or appointed as above shall constitute the Bench. The Secretary shall give a notice in writing to the parties of the constitution of the Bench.
- (29) The arbitrators shall not be directly or indirectly interested in the transaction or in the subject-matter of the reference.
- (30) The Secretary shall place all statements, defence statements and documents received from the parties to the dispute before the Bench and the Bench shall be deemed to have entered on the reference on being furnished with such statements, defence statements and documents.
- (31) The dispute will normally be decided by the Bench on the written statement of the parties and the documents accompanying them. The Bench shall, however, have powers to call for any other documents or things and if it thinks fit, to appoint time and place for hearing of the reference and to take any oral evidence.

- (32) If the Bench does not summon the parties to the dispute for hearing but the parties desire to make the personal representation to the Bench, they shall be entitled to do so and the Bench shall hear the parties on a date so fixed by it.
- (33) The Bench shall make its award within fifteen days of its first meeting, but the President, shall have the power, upon a written application from the arbitrators to extend such period as may be deemed necessary by him from time to time.
- (34) The Bench shall act by majority and the award or decision of the majority shall prevail.
- (35) An award shall be deemed to have been made on the date when the Bench shall have first recorded its decision in writing.
- (36) Every award shall be signed by the members of the Bench. In case of difference of opinion amongst the members of the Bench, the dissenting member shall be entitled to give his separate award with his reasons. The award shall be countersigned by the Secretary.
- (37) When completed, a copy of the award shall be sent or delivered by the Secretary to each of the concerned parties.
- (38) The award of the Bench shall be final and binding on the parties to the reference and their representatives, subject, however, to the right of appeal to the Appeal Board by any party within seven days from the receipt of the award by him. A second appeal shall also lie from the decision of the Appeal Board to the Appellate Tribunal and the decision of the Appellate Tribunal shall be final and legally binding on the parties and their representatives.
- (39) The Bench may at its discretion at any time, before making the final award and at the expense of the parties concerned refer to, act upon and adopt the advice, recommendations, suggestions or reports of any person having special knowledge relating to the matter concerned in the reference or of any expert or qualified accountants and may also at the expense of the parties consult and adopt the advice of solicitors or counsel or advocate upon any question of law, evidence, practice, or procedure arising in the course of the reference. The Bench may also at its discretion and at the expense of the parties concerned appoint any expert accountant or lawyer to sit with them as an assessor and may act upon the advice of such an assessor.
- (40) During hearing, a party to the reference may with the permission of the Bench appear by consel, attorney, advocate or a duly authorised adviser or representative. Where one party is so permitted a similar privilege shall be afforded to the other party if he so desires.
- (41) The office shall give notice to the parties of the time and date fixed for the first hearing.
- (42) If in spite of the intimation of time for hearing the dispute being given, any member or non-member being a party to the dispute fails to remain present in time or fails to send a representative with the necessary papers or account books, the Bench may impose a penalty on such member to the extent of Rs. 100 and shall give one more opportunity to carry out its orders. If still, the member does not remain present or fails to produce the papers or account books called for, then, the Board shall have powers to suspend or expel him from membership of the Association.
- (43) If a non-member party to the dispute is called upon to give evidence or produce papers or account books and if he does not carry out the said orders his name may be placed by the Board on the Notice Board of the Association through the President and the members shall not transact business with him directly or indirectly.
- (44) The Bench may proceed with the reference notwithstanding any failure to file a reply or written statement within due time by the party concerned and may also proceed with the reference in the absence of any or all the parties who being entitled to appear, fail, neglect or refuse to attend at the appointed time or place. Before proceeding with the hearing the Bench shall satisfy itself that the notice of hearing was duly posted or dispatched in time to both the parties.
- (45) The Bench may adjourn the hearing from time to time upon the application of any party or at its own instance.

- (46) The parties to the reference and any witness on their behalf shall at the appointed time—
  - (i) submit to be examined by the Bench on affirmation in relation to the matter in dispute;
  - (ii) produce before the Bench all books, deeds, papers, accounts, writings and documents in their possession or power which may be required or called for; and
  - (iii) generally do all other necessary things which during the pendency of the reference the Bench may require or direct.
  - (47) The Bench may-
    - (i) retain or return some or all the books, documents or papers produced in any proceedings and may direct at any time that the books, documents or papers produced be returned to the parties or any of them on such terms and conditions as may in the absolute discretion of the Bench be deemed proper;
    - (ii) ask the parties or witnesses appearing and giving evidences to make statements on affirmation:
    - (iii) admit such evidence only as may in the absolute discretion of the Bench be deemed proper, necessary and/or relevant;
    - (iv) administer to any party to the reference such interrogatives as may in the opinion of the Bench be necessary;
    - (v) make an interim award or awards;
    - (vi) make any award conditional or in the alternative;
    - (vii) correct in an award any clerical mistakes or errors arising from an accidental slip or omission.
- (48) The Bench shall get the award duly typed and shall send the typed award duly signed to the Secretary who shall send or deliver a copy of the award to each of the parties concerned.
- (49) Unless the President specially permits, no person, other than the member of the staff of the Association shall be present to assist the Bench in administerial or any other capacity during the hearing or determination of a reference under the provisions of the bye-laws.
- (50) The procedure adopted for the arbitration proceedings before the Bench or the umpire shall also be the procedure for the first and second appeals respectively before the Appeal Board of the Board and the Appellate Tribunal of the Board of Directors. For the proceedings before the Appellate Tribunal the Secretary shall carry out the duties assigned to him.
- (51) The decisions given by the Appeal Board and the Appellate Tribunal shall respectively be the decision of the Board of Directors.
- (52) The following fees shall be payable for arbitration and appeals—
  - Rs. 30 for an arbitration before the Arbitrators.
  - (ii) Rs. 60 for appeal to the Appeal Board.
  - (iii) Rs. 100 for second appeal to the Appellate Tribunal.

Half the amount of fces shall be credited to the Association and the remaining shall be paid equally to arbitrators or members of Appeal Boards. The fees shall first be deposited by the party soliciting arbitration or appeal, but ultimately, the fees shall be borne by the party losing in the arbitration and/or appeal proceedings.

(53) The parties to the reference shall abide by and forthwith carry into effect the award of the Bench or of the umpire or of the First Appeal Board or of the Appellate Tribunal (as the case may be) which shall be binding upon the parties, and their representatives notwithstanding the death of any party before or after the making of the award and such death shall not operate as the revocation of any reference.

(54) The Director or a member who is a member of the Bench or of the Appeal Board or of the Appellate Tribunal shall not as a member of the Bench or of the First Appeal Board or of the Appellate Tribunal attend any meeting of the Bench or of the First Appeal Board or of the 'Appellate Tribunal at which an inquiry into the reference is made and at which an appeal is heard in which he is directly or indirectly interested.

A party, if he so desires, may inform the Association that any particular Director should not be a member of the Appellate Tribunal on the ground that such Director is an interested party. The Board shall consider such objection and if it is satisfied it shall not appoint such Director as a member of the Appellate Tribunal. The decision of the Board shall be final and binding on all parties.

- (55) It shall be no objection to an award of the Bench or of the umpire or of the Appeal Board or of the Appellate Tribunal that the meeting at which a reference was inquired into or an appeal was heard was adjourned from time to time or that the inquiry was not completed or that the appeal was not finally heard at one meeting.
  - (56) Deleted.
  - (57) Deleted.
  - 10. For Bye-law 79, the following shall be substituted namely:—
    - (79) 'The Buyer' shall take delivery of the goods from the place at which the seller's goods are lying within Municipal limits of the Corporation of Abmedabad.
  - 11. For Bye-law 125, the following shall be substituted namely:—
  - (125) Members shall maintain a record of all their transactions in oilseeds, oils and oilcakes and books of accounts, relating to the same for a period of three years for the production whenever required, as prescribed by the Board of Directors or Forward Markets Commission.
  - 12. Add new Bye-laws 125(A) & 125(B) after Bye-law 125, namely:—
    - "125(A) (i) The Board shall, every year as soon as it is constituted appoint a Vigilance Committee of not more than 3 persons from among the Directors and/or members.
      - (ii) The Forward Markets Commission shall, however, have power to appoint, at any time or from time to time, not more than two persons, to be members of the said Vigilance Committee, in addition to the members appointed under clause (1).
      - (iii) The Vigilance Committee shall have power to investigate into and report on the violations of any provisions of the Bye-laws or of Rules, regulations, orders or instructions issued thereunder, or under the Forward Contracts (Regulation) Act, 1952 or on such other matters of a like nature as may be entrusted to it by the Board either on its own initiative or on receipt of complaints of such violations. The Committee shall, at least once in every three months or oftener if necessary, send a report to the Board about the work done by it."
    - "125(B) (i) Members who enter into forward contracts (not being non-transferable specific delivery contracts) in the commodities in which the Association is granted recognition under the Forward Contracts (Regulation) Act, 1952 under these bye-laws with or for non-member client will obtain from such non-member client a declaration in such form giving such particulars and subject to such conditions as may be prescribed by the Board in consultation with the Forward Markets Commission from time to time, and submit the same directly to the Forward Markets Commission.

(ii) The powers specified in clause (i) above may be exercised by the Forward Markets Commission in any case wherein the opinion of the Commission, it is considered necessary in the interest of trade or in the public interest so to do."

# 13. In Bye-law 129

After the word 'Contracts' and before the word 'shall' add the words 'in oilseeds'.

- 14. For Bye-law 131, the following shall be substituted namely:—
  - "(131) The Board of Directors or a committee appointed by the Board shall fix the clearing rates every Saturday and if that day happens to be closed day then on the previous working day and shall cause the same to be noted and registered in the record of the Association. The Board or the committee appointed by the Board may if it deems proper, postpone or alter the days for clearing and/or for settlement and or payment of accounts."

# 15. In Bye-law 143

After the word 'oilseeds' and before the word 'permitted' add the words 'and oils'.

16. In Bye-law 145

After the word and figure '250 Kgs.' and before the word 'over' add the words 'or one tin of groundnut oil'.

17. In Bye-law 160

After the word 'tons' and before the word 'and' add the words 'in case of oilseeds and 100 tins in case of groundnut oil'.

18. In Bye-law 163

Before the word 'The' add the words 'in case of oilseeds'.

19. In Bye-law 164 in sub-clause (b)

delete item (5) and instead Insert the following:-

(5) In case of oilseeds the mode of delivery i.e. whether the goods are to be delivered loose or in bags shall be specified.

# 20. In Bye-law 165

After the word 'oilseeds' and before the word 'shall' add the words 'and oils':

After the last word 'tons' add the words 'in case of oilseeds and 100 tins in case of groundnut oil'.

21. In Bye-law 171

After the word 'oilseeds' and before the word 'The' add the words 'and oils'.

22. In Bye-law 174

For the word 'candy' appearing after the word 'per' and before the word 'as' substitute the words '250 kgs. or one tin'.

23. In Bye-law 177

After the word 'Kilogram' and before the word 'first' add the words 'in case of oilseeds and 100 tins in case of groundnut oil'.

24. In Bye-law 195

After the word 'bagging' and before the word 'shall' add the words 'and tins'.

- 25. For Bye-law 224 substitute the following Bye-law, namely:—
  - (224) The Board shall from time to time appoint a Daily Rates Committee consisting of 5 persons chosen from the members of the Association or the partners or managers or directors of members or duly authorised representatives. Three members from such members shall form a quorum. The daily rates committee shall fix and register the market rates of different oilseeds and oils and the

spot rates for basic oilseeds and oils under the hedge contracts during delivery period. The Board may at any time and for such period as they think proper by a resolution passed by them and pested on the notice board supersede the Daily Rates Committee and themselves fix and register the said rates.

#### 26. In Bye-law 225

After the word 'oilseeds' and before the word 'under' add the words 'and/or oils'.

After the word 'oilseeds' and before the word 'for' add the words 'and oils'.

- 27. For Bye-law 234 substitute the following Bye-law, namely:—
  - (234) For the purpose of this settlement, settlement rates for all transactions of the hedge contracts will be fixed by the Board or the Clearing House Committee on every Saturday and if the market is closed on that date then the rates shall be fixed on the previous working day after the closing hours. The Board shall have powers to alter the timings mentioned in the Bye-laws.
- 28. For the Bye-law 245(A) substitute the Bye-law as follows, namely:—
  - "(245)(A) A special clearing shall have to be announced at after the rates fluctuates on either side as under:—

Castorseed—at a difference of rate of Rs. 7 or more per 250 kgs.

Cottonseeds—at a difference of rate of Rs. 5 or more per 250 kgs.

Groundnut oil—difference of rate of Re. 0.75 or more per each tin.

Note: This difference shall be calculated between the prevailing rates and the rates as at the preceding weekly settlement, or the last special clearing rates if there has been any special clearing after the weekly settlement or when there has been weekly settlement or special clearing, the opening rate of the contract. The special clearing shall be effected at the rates showing the differences mentioned above.

Whenever two contracts run concurrently and the rate of either of the two contracts has touched the rate where it would be necessary to declare a special clearing under Bye-law 245(A) and 245(B) a special clearing with respect to both contracts shall be declared and the rate ruling in respect of the other contract at that moment shall be declared as a settlement rate with respect to that other contract, notwithstanding that such a rate has not touched the rate where a special clearing would be necessary for that contract and that clearing in respect of both contracts shall be effected at such rates as though they were special clearings."

- 29. Add the following Bye-laws after Bye-law 245(A), namely:—
  - "245 (B) Such a special clearing shall be announced, if the rates subsist for at least 15 minutes continuously and the Secretary shall announce them after consulting one or two members of the Daily Rates Committee."
  - "245 (C) No special clearing shall be announced on a trading day at any time within one hour of the official closing or on Saturday or if Saturday is a non-trading day then on the preceding trading day or during the period between Dhanterash to New Year's day (Kartik Sudi Ekam)."
  - "245 (D) If at any time of official opening hour of the market, the rates are subject to a special clearing, such a special clearing shall be announced."

"245 (E) If there are two consecutive special clearings on either side, no third special clearing on the same side shall be announced till the payment under the first special clearing is settled. Also no business shall be transacted even by making a cash payment at, above or below the rate at which a third special clearing on the same side would be-come due. If two special clearings have been announced on a Friday on either side, no third special clearing shall be announced on Saturday and no business shall be transacted even by making a cash payment at, above or below at the rate at which a third special clearing on the same side would become due. The weekly settlement rate shall also be not above or below the rate at which the third special clearing on the same side would become due."

#### 30. In Bye-law 252

- Sub-clause "(i) for the word 'oilsceds' appearing after the word 'of' and before the word 'in' substitute word 'goods'.
  - (ii) for the word 'oilseeds' appearing after the word 'of' and the word 'to', appearing after the word 'buy' and before the word 'trom', appearing after the word 'to' and before the word 'in', appearing after the word 'of' and before the word 'as' substitute the word 'goods' at each place.
  - (iii) for the word 'oilseeds' appearing after the word 'back' and before the word 'from', appearing after the word 'of' and before the word 'from', appearing after the word 'bought' and before the word 'back' substitute the word 'goods' at each place.

# 31. In Bye-law 259

After the word 'oilseeds' and before the word 'for' add the words 'and oil'.

# 32. In Bye-law 282

For clause '(i)' substitute the following namely:

"(i) Trading in hedge contracts on trading days other than Saturdays and half holidays and on Saturdays and half holidays shall be between the hours prescribed by the Board of Directors in consultation with the Forward Markets Commission."

# 33. In Bye-law 288

After the word 'oilseeds' and before the word 'are' add the words 'and/or oils'.

# 34. In Bye-law 297

After the word 'oilseeds' and before the word 'transactions' add the words 'and/or oils'.

After the word 'oilseeds' and before the word 'to' add the words and/or oils'.

# 35. In Bye-law 321

After the word 'oilseeds' and before the word 'other' add the words 'and oils'.

# 36. In Bye-law 322

After the word 'oilseeds' and before the word 'shall' add the words 'and oils'.

# 37. In Bye-law 324

For the clause '(i)' substitute the following clause namely.

"(i) Every member shall pay as per the form pres-Every member shall pay as per the form prescribed by the Board to the Association Laga or Cess on every hedge transactions of purchase and sale of all oilseeds and oils traded in the market or otherwise of his constituents (excluding ring-traders, whether the member of the Association or not) at the rate of 0.04 nP. per every transaction of purchase and per every transaction of sale of 5 metric tons or 100 tins as the case may

In clause '(ii)' after the word 'per' and before the word 'on' delete the word 'week' and instead insert the word 'month'.

### 38. In Bye-law 325

After the words 'oilseeds' and before the word 'traded' add the words 'and oils'.

After the word 'tons' and before the word 'The' add the words 'and/or 100 tins as the case may be'

# 39. BYE-LAWS RELATING TO TRACTS IN GROUNDNUT OIL. HEDGE CON-

Add the following Bye-law 329 after Bye-law 328,

"329. For the purpose of trading in hedge contracts in Groundnut oil, there shall be hedge contracts in Groundnut oil, the terms and conditions of which shall be as follows:---

> All the Bye-laws of the Association as may be in force from time to time shall also be applicable to all matters connected with Groundnut oil in so far as those matters are not specifically dealt with in these Bye-laws for Groundnut oil and are not repugnant to these Bye-laws.

### a, Basis of the Contract.

Groundnut oil in white kerosene tins or in new white tins of the factory with the seal (tigdi) of the merchant or the mill, filtered and weighing 17.108 kilograms including the tin, shall be the basis of the contract. Oil contents in each such tin shall be 16 kilograms (35.274) Ibs.).

Tins with either one or two labels (i.e. tigdies) shall be tenderable in delivery. One label should be of size not exceeding 6.35 centimetres diameter and the other should be of the size not exceeding 1.27 centimeters diameter. Oily tins shall not be tenderable in delivery. Solvent extracted Groundnut oil shall not be tenderable in deliverv.

Tins which have oil contents weighing not less than 15.80 kilograms (34.833 lbs.) shall be tenderable in delivery subject to the compensation for the deficit of the oil content, after proper weighment. Compensation shall be decided as per the ready rate or rate mentioned in the delivery order or due date rate whichever is higher. Tins having oil contents weighing less than 15.80 kilograms (34.833 lbs.) shall not be tenderable in delivery.

# b Contract Period.

There shall be four contracts in a year each known after the calander month namely:

January, April, July, September.

Hedge trading in new delivery shall commence :-

- 1. in the month of July for January Delivery of the following year;
- 2. in the month of December for April Delivery of the following year;
- 3. in the month of March for July Delivery of the same year;
- 4. in the month of May for September Delivery of the same year;

The Board shall fix the date from which such trading will commence with the prior approval of the Forward Markets Commission. In case the Board decide to commence hedge trading in any delivery or in any period other than above, it shall do so in consultation with the Forward Markets Commission.

# c. Units.

Unit of Quotation—The unit of quotation shall be one tin of Groundnut oil.

-The Unit of Trading shall be 100 Unit of Tradingtins of Groundnut oil.

# d. Tenders and Delivery Orders.

For the fulfilment of hedge contract in Groundnut oil the goods shall be tendered by delivery orders only. Every delivery order shall be issued in a lot of 100 tins and the same will be issued at the immediately preceding clear-

The parties issuing the delivery orders shall ing rate. receive or pay through the clearing the difference between the rate of the preceding clearing and the rate of the transactions effected after such clearing.

For each hedge contract in Groundnut oil the tender days for issuing delivery orders shall be the days during 5th and 10th (inclusive of both days) of the Delivery Month. The Board shall have the power to alter these days before the commencement of trading for each contract.

#### e. Due Date.

The Due Date or the latest day for issuing delivery orders for Groundnut oil for different months shall be the 10th day of the Delivery Month and if this day is a non-working day then its immediately preceding working day shall be the Due Date.

#### f. Delivery.

The Buyer or his agent shall take delivery of Groundnut oil from the Seller's or his agent's godown, within 5 days of the receipt of the Delivery order if it is for local delivery and within 10 days of the receipt of the Delivery order if it is for upcountry delivery.

# g. Upcountry Delivery.

Hedge contracts in Groundnut Oil shall be for the delivery within the Municipal limits of Ahmedabad but the upcountry delivery shall be permitted at the following centres as per the terms of the Bye-laws but subject to the payment by the seller of such expenses as per Byelaws 153 and 155.

- 2. HIMATNAGAR
- MEHSANA
- , 4. BARODA
- 5. DOHAD
- 6. DEROL
- 7. GODHARA
- 8. KAPADVANJ

The seller has to give delivery to the buyer at the seller's godown within the Municipal or Grampanchavat limits of the above Centres.

# h. Penalty for Failure to Tender.

If the seller does not issue delivery order for the fulfilment of his outstanding sale transactions within the prescribed time in the delivery month, he shall pay to the buyer a penalty for failure to tender at the rate of 0.75 nP. per tin in respect of Groundnut oil. In addition to the differences between the rate of the previous clearing or the rate of the contract, whichever is applicable and due date rate fixed by the Board,

If the seller has issued delivery order without the goods to tender against the same and the seller or his agent do not give delivery of the goods, then the buyer or his agent should apply in writing within 24 hours to the Association regarding the same. On receipt of such application the officer of the Association accompanied by the last buyer or his representative shall go and inquire whether the goods against the delivery order in question are lying with the 1st seller or his agent. At the time of such inquiry the seller, his representative or agent, who may be present shall have to point out the goods. No may be present shall have to point out the goods. No previous intimation for such inquiry shall be given to the seller or his agent. The officer shall go for such enquiry between the hours of 11-00 a.m. and 5-00 p.m. (S.T.). On the officer being satisfied that the seller has no sufficient goods to tender against delivery order in questions. cient goods to tender against delivery order in question he will give certificate to the buyer to that effect. The seller shall pay to the buyer for such insufficient goods difference between the rate of the delivery order and the closing rate on that day (and if this day be the due date or after due date, the difference shall be paid between the rate of the delivery order and the rate of the due date) and also pay double penalty i.e. Rs. 1.50 per tin in respect of Groundnut oil.

At the time of delivery if the buyer wants to check up the weight, the seller shall arrange for weighment of 10 tins per each 100 tins. If the buyer wants to weigh all the tins, the seller shall have to arrange accordingly, but the buyer shall pay weighment charges to the seller

for the weighment of those tins which weigh 17.108 kilograms or more and the seller shall bear weighment charges of other tins which weigh less than 17.108 kilo-The charges for weighment shall be the actual charges incurred.

### i Survey.

In case of disputes in delivery of oil between the buyer and the seller, the dispute shall be referred for survey to the Survey Committee composed of members of the Survey Committee in accordance with the provisions made in the Bye-laws for the purpose, and the procedure laid down in the Bye-laws shall prevail.

In the process of survey, whenever necessary, each contesting party shall bring two sealed tins from the tins tendered and the Surveyors shall open these tins and if they declare that the goods are worthy of delivery the buyer shall take the delivery, but if they declare that the goods are not worthy of delivery according to the contract terms the good shall be lying at the cost and risk of the seller who is the owner of the goods.

The Surveyors shall give their decisions in the matters referred to them ordinarily within 6 hours but in no case shall they take more than 24 hours in case of local delivery, but if they need more than 24 hours they may do so with the approval of the Clearing House Committee. case of upcountry delivery the Surveyors shall give their decisions within 3 days. In case they need more than 3 days they may give their decisions after this period with the approval of the Clearing House Committee.

On the dates during which the goods are under survey, correspondingly additional time shall be allowed for the purpose of effecting the delivery. Survey fee shall be as per Bye-law 214 per every unit of 10 tins.

#### k. Margins.

Every member of the Association shall, on the next working day, not later than 1.00 p.m., pay into the Margin Settlement Account of the Association, with any scheduled bank that may be decided upon by the Board or the Association, a deposit by way of Margin, not carrying interest, as per oliya, in respect of hedge and forward contracts entered in, by the Member during the previous working day of the Association.

The said margin shall be calculated as under:-

# Groundnut Oil:

Quantity in tins & Trading Deposit in Rs. First 25,000 tins-Nil. Exceeding 25,000 tins but not exceeding tins—2,500. 30,000 Exceeding 30,000 tins but not tins—5,000. exceeding 35,000 Exceeding 35,000 tins but not tins—7,500.
Exceeding 40,000 tins but not tins—10,000. exceeding 40,000 exceeding 45,000 Exceeding 45,000 tins but tins—12,500. not exceeding 50,000 Exceeding 50,000 tins but tins—15,000. exceeding 55,000 not Exceeding 55,000 tins but not tins—17,500. exceeding 60,000 Exceeding 60,000 tins but not exceeding tins—20,000. 65,000 Exceeding 65,000 tins but not tins—22,500. exceeding 70,000

Exceeding 70,000 tins but not tins—25,000. No member can keep his net open position of his oliya more than 75,000 tins in Groundnut Oil.

75,000

exceeding

Provided, however that it shall be permissible to any member to set off the whole or any part of such deposit by way of margin, against any amount due by such member under the Balance Sheet, sent in by him in respect of such settlement, or to withdraw the refundable amount from such margin deposit on the "Outward Payment Day", provided further that the Board of Directors ment Day"; provided further that the Board of Directors may in its discretion reduce, vary, or alter the above marginal limits for any or all members in respect of quantity as well as rates, with previous concurrence the Forward Markets Commission.

- 1. After the Bye-laws add the following as Appendix:
  - 1. TERMS OF CONTRACT FOR GROUNDNUT OIL.
  - 2. FORM FOR HEDGE CONTRACTS FOR GROUNDNUT OIL.

(Between Member and Member)

- 3. FORM FOR HEDGE CONTRACTS FOR GROUNDNUT OIL.
  (Between Member and Non-Member)
- 4. FORM FOR HEDGE CONTRACTS FOR GROUNDNUT OIL—CONFIRMATION. (Between Member and Non-Member)
- SCHEDULE FOR UPCOUNTRY DELIVERY CENTRES FOR GROUNDNUT OIL.

### TERMS OF CONTRACT FOR GROUNDNUT OIL

- 1. Basis—Groundnut oil in white kersone tins or in new white tins of the factory with the seal (tigdi) of the merchant or the mill, filtered and weighing 17.108 kilograms including the tin, shall be the basis of the contract. Oil contents in each such tin shall be 16 kilograms (35.274 lbs.).
- 2. Tenderable—(a) Tins with either one or two labels (i.e. tigdies) shall be tenderable in delivery. One label should be of the size not exceeding 6.35 centimetres diameter and the other should be of the size not exceeding 1.27 centimetres diameter. Oily this shall not be tenderable in delivery.
- (b) When tenderable oil is delivered in untenderable tins, those tins will have to be replaced. When tenderable oil is delivered in tins which are spoilt or damaged, oil contents will have to be accepted in delivery, but the delivery shall be subject to a "Kadada" ("Kadada" means the rate as fixed by the Clearing House Committee at which this delivery shall be acceptable).
- (c) Tins which have oil contents weighing not less than 15.80 kilograms (34.833 lbs.) shall be tenderable in delivery subject to the compensation for the deficit of the oil content, after proper weighment. Compensation shall be decided as per the ready rate or rate mentioned in the delivery order or due date rate whichever is higher.
- (d) Tins having oil contents weighing less than 15.80 kilograms (34.833 lbs.) shall not be tenderable in delivery.
- (e) Oil of the current and the past year shall be tenderable for delivery. But if the oil is thick and stinking and in other respect inferior, it shall not be considered tenderable. Solvent extracted Groundnut Oil shall not be tenderable in delivery.
- 3. Unit—Unit of transaction of the contract shall be 100 tins of Groundnut Oil. The unit of quotation shall be one tin of Groundnut Oil.
- 4. Delivery Centres—Contract shall be for Delivery within the limits of Municipal Corporation of Ahmedabad. But delivery of Groundnut Oil tins under this contract may be effected at the following centres in terms of the Bye-laws but subject to the payment by the seller of such expenses as may be fixed by the Board under Bye-law 153; and as per Bye-law 155.
  - 1. TALOD
  - 2. HIMATNAGAR
  - 3. MEHSANA
  - 4. BARODA
  - 5. DOHAD
  - 6. DEROL
  - 7. GODHARA
  - 8. KAPADVANJ
- 5. Delivery Place—The seller has to give delivery to the buyer at the seller's godown within the Municipal limits of the above centres.
- 6. Delivery Conditions—(a) The delivery orders shall be issued for 100 tins each. The order shall be issued at the last clearing rate.
- (b) The delivery order for each contract shall be issued between 5th and 10th of the month of the contract. The seller shall issue the delivery orders between the hours as may be prescribed by the Board.

- (c) The local delivery order shall be valid for five days and the buyer has to take delivery within 5 days of the receipt of the delivery order. If during the days during which delivery is to be effected the working is closed on account of Sundays and holidays declared by the Association, that much time shall be given extra to the buyer.
- (d) The seller shall issue delivery order for upcountry centres during tender days and the buyer shall take the delivery thereunder as per his convenience within 10 days of the date of receipt of delivery order.
- (e) The buyer is entitled to take the delivery within 5 days of the issue of the delivery order and the seller is bound to give delivery accordingly. For deliveries to be effected in the upcountry centres the buyer is entitled to take delivery up to 10 days, and the seller is bound to give delivery accordingly.
- (f) The deliveries can be effected up to 6.00 p.m. in the evening.
- (g) In case the delivery cannot be effected on Sundays or on the days declared as holidays by the Association the delivery can be taken on the following day.
- (h) If the date falls on a Sunday or any other holidays, the latest day for issuing the delivery orders shall be the working day—previous to such Sunday or other holiday.
- (i) The Seller shall send to the office of the Association the remaining delivery orders on the last day of the contracts, i.e. 10th of the delivery month by 2.00 p.m. and the buyer shall take delivery within five days.
- (j) At the time of delivery if the buyer wants to check up the weight, the seller shall arrange for weight of 10 tins per each 100 tins. If the buyer wants to weigh all the tins, the seller shall have to arrange accordingly, but the buyer shall pay weighment charges to the seller for the weighment of those tins which weigh 17.108 kilograms or more and the seller shall bear weighment charges of other tins which weigh less than 17.108 kilograms. The charges for weighment shall be the actual charges incurred.
- (k) In case the buyer fails to take delivery, the seller with the previous sanction of the Clearing House Committee and in the presence of the two members of the Clearing House Committee, shall sell the goods at the cost and risk of the buyer. If any loss is thus suffered the buyer shall make good the same, but if the seller makes any profit the same shall not be given to the buyer.

# THE AHMEDABAD SEEDS MERCHANTS ASSOCIATION LIMITED

Form for

# HEDGE CONTRACTS

For Groundnut Oil

(Between Member and Member)

Contract No.

Ahmedabad

Dated.....

Shri/Messrs

Dear Sir.

I/We have this day \*bought for/sold for bought from/sold to you sub-

Yours faithfully,

\*Buyer's signature

Broker.....

<sup>\*</sup>Strike out whatever is not applicable.

# THE AHMEDABAD SEEDS MERCHANTS ASSOCIATION LIMITED

#### Form for

# HEDGE CONTRACTS FOR GROUNDNUT OIL (Between Member and Non-Member)

Contract No	<b>Ahmed</b> abad	
	Dated	
Shri/Messrs		

Dear Sir/Sirs,

I/We have this day \*bought for/sold for you, subject bought from/sold to

to the Bye-laws of the Ahmedabad Seeds Merchants Association Ltd., in force now and from time to time and subject also to my/our charges and terms of business mentioned below......\*Tins/Kilograms for........delivery at Rs......per \*Tin/250 Kilograms.

#### **TERMS**

- I/We am/are not at all responsible for any errors or delay in transmission of post, telegrams, and telephone.
- 2. You shall pay to me/us all amounts due in respect of periodical settlements according to the Bye-laws of the Ahmedabad Seeds Merchants Association Ltd. You shall, as and when required, deposit with me/us within 24 hours any amounts demanded by me/us in terms of the Bye-laws as margin till the completion of the contract; and if you fail to do so I/We shall be at liberty to close your transaction under term 4 hereof.
- 3. This contract shall be taken as having been made between principal and principal.
- 4. If you fail to comply with any of the aforesaid terms I/We shall be at liberty to close the contract at market rate at your risk and on your account without consulting you.
- 5. If you fail to return to me/us duly signed the attached confirmation note within three days from the receipt hereof I/We shall consider it to be as accepted.
- 6. In the event of any dispute of any nature arising out of this contract the same shall be settled by Arbitration in accordance with the Bye-laws of the Ahmedabad Seeds Merchants Association Ltd.

Yours faithfully.

\*Buyer's signature

# THE AHMEDABAD SEEDS MERCHANTS ASSOCIATION LIMITED

# Form for

# HEDGE CONTRACTS FOR GROUNDNUT OIL—CONFIRMATION

(Between Member and Non-Member)

Contract No. Ahmedabad
Dated.....
Shri/Messrs...

Dear Sir/Sirs,

I/We confirm that \*you have this day bought for/
I/We have this day bought from/

I/We have entered into this contract with you on my/our own behalf and risk.

I/We undertake to abide by the Bye-laws of the Ahmedabad Seeds Merchants Association Ltd., and to comply with your terms and conditions of business and I/We hereby authorise you in the event of my/our failing in this undertaking to close this contract or any portion hereof at your option either immediately or at such later time as you deem fit, without giving me/us any further notice.

In this connection if I/We raise any objection contrary to the terms, the same will have no effect on the contract. I/We am/are also responsible for all such losses arising from the contract being closed by you as stated above.

In the event of any dispute arising between you and me/us out of this contract, I/We agree to refer the matter to arbitration in accordance with the Bye-laws of the Ahmedabad Seeds Merchants Association Ltd., and to abide by the Arbitration Award.

Yours faithfully,

\*Buyer's signature

\*Strike out whatever is not applicable.

# THE AHMEDABAD SEEDS MERCHANTS ASSOCIATION LIMITED SCHEDULE

for

Up-Country Delivery Centres for Groundnut Oil.

- 1. Talod
- 2. Himatnagar
- 3. Baroda
- 4. Mehsana
- 5. Dohad .
- 6. Derol
- 7. Godhra
- 8. Kapadvanj.

B. M. SHETH

Secretary

The Ahmedabad Seeds Merchants Association Ltd. Ahmedabad,

Dated 12th October 1963.

# NOTIFICATION BY THE SPICES AND OILSEEDS EXCHANGE LTD., SANGLI

The approval of the Secretary, Forward Markets Commission, under sub-section (1) of Section 11 of the Forward Contracts (Regulation) Act, 1952 (74 of 1952) read with Notification No. S.O. 1162 dated the 4th May 1960, has been obtained to the following being made to the Bye-laws of the Spices and Oilseeds Exchange Ltd., Sangli, the same having been previously placed on the Notice Board of the Exchange pursuant to Section 11 of the said Act and Rule 11 of the Forward Contracts (Regulation) Rules, 1954.

# Amendments

I. In Bye-law 28, between the words "the months" and "of a Samvat year", the words "and days" shall be inserted.

II. After Bye-law 117-A, the following Bye-law shall be inserted, namely:—

"117-B. The amount deposited by the buyer with the Exchange shall be returned to him only after the presentation by him of the Clearance Certificate, mentioned in Bye-law 164 or after the receipt of the Surveyors' or Umpire's decision rejecting the goods if appeal against the order of the surveyors or umpire is not preferred or on receipt of the decision of the appeal, or if the seller fails to appoint his surveyor within the prescribed period or after buyer disapproving the goods under Bye-law 157 and the seller accepting or endorsing the buyer's opinion and thus foregoing his right of referring the dispute to the Surveyors,"

<sup>\*</sup>Strike out whatever is not applicable.

III. In Bye-law 129, the following sentence shall be inserted at the end, namely:—

"The seller shall immediately, thereupon, handover to the buyer the Clearance Certificate in writing in the form, prescribed by the Board, from time to time."

IV. In Bye-law 130, for the words "receipt for full payment", the words and figures "the Clearance Certificate, mentioned in Bye-law 129" shall be substituted.

V. In Bye-law 134A, in clause (b), the word "immediately" shall be deleted.

VI. In Bye-law 137,

- (A) in clause (a), the words "Every year" shall be deleted;
- (B) in clause (b), in the first sentence for the words "Every year the Board shall appoint", the words "The Board shall appoint at one of its meetings after every new Board has taken its office under the provisions of the Articles of Association of the Exchange" shall be substituted;
- (C) in clause (c), the words "for the year" shall be deleted;
- (D) in clause (d), for the words and punctuations "be the Surveyors for the year", the words and punctuations "constitute the panel of surveyors.", shall be substituted;
- (E) in clause (g), the following sentence shall be inserted at the end, namely:—
   "However, the Board shall be entitled to fill in a casual vacancy in the panel of surveyors";
- (F) in clause (h), in the second sentence, for the words and punctuation "remaining period of the year.", the words and punctuations "new panel, as mentioned in clause (g) above, is appointed.", shall be substituted.

VII. In Bye-law 157A, the following sentences shall be inserted at the end, namely:—

"However, in exceptional circumstances and upon cause shown, the Chairman may allow the seller to shift the goods from the place shown in the delivery order to any place within the municipal limits of Sangli or of the concerned upcountry delivery centre under immediate intimation to the buyer. The buyer must take delivery of the goods from the place thus intimated."

VIII. In Byc-law 164, after the first sentence, the following sentence shall be inserted, namely:—

"The seller shall immediately, thereupon, handover to the buyer the Clearance Certificate in writing in the form, prescribed by the Board, from time to time."

1X. In Bye-law 172, in clause (a), in the first sentence, after the words "minimum rate so fixed", the words "and a penalty of Rs. 4 per Atki, Rs. 5 per 250 kgs. and Rs. 4 per 250 kgs. in respect of hedge contracts in Turmeric, Groundnut kernels and Groundnuts-in-shell, respectively" shall be inserted.

X. In Bye-law 245, in clause (1), in sub-clause (a), after the words "his constituent", the words "whether a member or a non-member" shall be inserted.

XI. In Bye-law 253, in clause (b),

- (A) after the word "Kodur", the words "and Nandyal" shall be inserted; and
- (B) for the figure and abbreviation "10%" the figure and abbreviation "20%" shall be substituted.

XII. In Bye-law 255, in clause (g),

- (A) after the word "Kodur", the words "and Nandyal" shall be inserted; and
- (B) for the word "fifteen", the word "twenty-five" shall be substituted.

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XIII. In Bye-law 256,

- (A) for the figures and words "ten tolas", "20 tolas", "1 seer" "1 seer", "2 seer", "ne seer", "1 seer", "1 seer" and "2 seers or two seers, wherever they appear, the figures and words "117 grams", "233 grams", "233 grams", "467 grams", "700 grams", "933 grams", "1·17 kilograms", "1·40 kilograms", and "1·87 kilograms" respectively, shall be substituted; and
- (B) in clause (2), in sub-clause (b),
  - (i) after the word "Kodur", the words "and Nandyal" shall be inserted, and
  - (ii) for the words "ten per cent", the words "twenty per cent" and for the figure and abbreviation "15%", the figure and abbreviation "25%" shall be substituted.

XIV. In the "Schedule" of upcountry centres at which delivery of Turmeric permitted, after the words and bracket "Duggirala (Andhra Pradesh)", the following shall be inserted, namely:—

"(4) Nizamabad (Andhra Pradesh) (5) Erode (Madras State)."

XV. After Bye-law 258, the following Bye-law shall be inserted, namely:—

"258A. The provisions of Bye-laws 172, 253(b) 255(g) and 256 and of 'schedule' of upcountry centres for Turmeric as they stood immediately before the 9th October 1963 (date of approval by the Central Government) shall be applicable for Margashirsh S.Y. 2020 contract of Turmeric and the said provisions, as amended on the aforesaid date, shall be applicable to Vaishakh S.Y. 2020 contract and subsequent contracts of Turmeric."

M. R. PURANDARE Secretary

The Spices & Ollseeds Exchange Ltd.
Sangli

Dated 12th October 1963.

# LOSTS

The Government Promissory Notes Nos. MS008571 and MS012567 of the 3 per cent Firs Dev. Loan 1970—75 of Rs. 500 each originally standing in the name of Reserve Bank of India and last endorsed to Smt. Garuda Narasamma the proprietrix by whom they were never endorsed, to any other person, having been lost, notice is hereby given that the payment of the above Note(s) and the interest thereupon has been stopped at the Public Debt Office, Reserve Bank of India, Madras and that application is about to be made for the issue of duplicate(s) in favour of the proprietrix. The public are cautioned against purchasing or otherwise dealing with the abovementioned securities.

Name of the advertiser: Smt. Garuda Narasamma.

Residence: 18/97, Chinnamvari Street, Visakhapatnam.

The Government Promissory Notes Nos. BL002004-6 of the 3% Conversion Loan 1946 for Rs. 2500; Rs. 300 and Rs. 2500 respectively, originally standing in the name of Dattatraya Ramachandra Bendre, the Proprietor by whom they were never endorsed to any other person having been lost, notice is hereby given that the payment of the above notes and the interest thereupon has been stopped at the Public Debt Office, Reserve Bank of India, Bangalore and that the application is about to be made for the issue of duplicates in favour of the proprietor. The public are cautioned against purchasing or otherwise dealing with the above mentioned securities.

Name of the Advertiser: D. R. Bendre.

Residence: Sadhankeri, Dharwar.

The upper halves of the Government Promissory Notes Nos. HD.000294 to HD.000318 of the 3½% Bonds 1969 for Rs. 1,000 each originally standing in the name of State Bank of Hyderabad and last endorsed to Central Bank of India Ltd., or order, the proprietor(s), by whom they were never endorsed to any other person having been lost in postal transit, notice is hereby given that the

payment of the above note(s) and the interest thereupon has been stopped at the Public Debt Office, Reserve Bank of India, Hyderabad and that application is about to be made for the issue of duplicate(s) in favour of the proprietor(s). The public are cautioned against purchasing or otherwise dealing with the above mentioned securities.

Name of the Advertiser: The Central Bank of India Ltd.

Residence: Mahapatram Road, Sultan Bazar, Hydera-bad.

The undernoted Government Promissory Notes last endorsed in the names of the proprietors as shown thereagainst, by whom they were never endorsed to any other person, having been lost, notice is hereby given that the payment of the undermentioned Notes and the interest thereupon has been stopped at the Public Debt Office, Reserve Bank of India, Bombay, and that application is about to be made for the issue of Duplicates in favour of the proprietors. The Public are cautioned against purchasing or otherwise dealing with the undermentioned securities.

No. of G.P.	Loan	Amount	Originally stand- ing in the name	Last endor-
*1011		Rs.	of	2,4,0
BY 122804/805	3½% Loa 1964.	n 25,000 each.	Coomi Meher-	herjee Rut- tonjæ Aden- walla, Amy M h rjæ Ad-
BY 102502	$D_0$ .	10,000	Reserve Bank of India.	Do.
BY 119905	Do.	5,000	Tehmina Mch- crjee Ruttonjee Adenwalla,	Do.
BY 200766	3% Con 1946.	. 5,000	Mercantile Bank of India Ltd.	Do.
BY 201220/221	Do.	1,000 cach.	Reserve Bank of India	Do.
<b>BY 201</b> 201/202	Do.	100 each.	do	$\mathbf{D}_{0}$ .
BY 001727	3 <b>≵%</b> Loa 1967.	n 10,000	Bank of Baroda Ltd.	Tehmina Meherjee Ruttonjee Adenwalla, Jeherjee Adenwalla and Coom Meherjee Adenwalla.
BY 001695	$\mathbf{D_0}$ .	10,000	Allahabad Bank Ltd,	Do.

Name of Advertiser: Mrs. Tehmina Meherjee Ruttonjee Adenwalla and others.

Residents: "Wyoming", Little Gibbs Road, Bombay-6,

The Government Promissory Note No. DH034808 of the 3½ per cent National Plan Loan, 1964 for Rs. 1,000 originally standing in the name of Reserve Bank of India and last endorsed to Shama Singh the proprietor, by whom it was never endorsed to any other person, having been lost, notice is hereby given that the payment of the above note and the interest thereupon has been stopped at the Public Debt Office, Reserve Bank of India, New Delhi and that application is about to be made for payment of the discharge value in favour of the proprietor. The public are cautioned against purchasing or otherwise dealing with the above mentioned security.

Name of Advertiser: L.T.I. of Shama Singh s/o Gainda Iat.

Residence: Village Bath, P.O. Haripur, Tahsil Nakodar, Distt. Jullundur.

#### CHANGE OF NAMES

I, hitherto known as VASANT JANU LAD, son of Shri JANU GANGAJI LAD employed as Jamadar in Mail Department, Bombay, General Post Office, residing at Magdala Road, Colaba Dandi, Bungalow No. 25, R. No. 5, Bombay-5, have changed my pame and shall hereafter be known as VASANT JANU LADGAONKAR.

VASANT JANU LAD (Sd. in existing name)

- I, Gour Chandra Paramanik 18, Sagar Manna Road, Calcutta-34, henceforth be known and designated as Gour Chandra Biswas, as per Affidavit before the Court of Magistrate, 1st Class Alipore, 24 Parganas, dated 28-1-63 and advertisement in the Ananda Bazar Patrika dated 11-5-63.
- I, hitherto known as V. LAKSHMANACHAR son of Sri V. BADARAYANA MURTHY employed as U.D.C., in PMG's Office, Bangalore, (Present address) 32, Jaya Prasad, Model House, 2nd Street, Basavangudi, Bangalore-4, have changed my name and shall hereafter be known as L. V. RAJENDRAN.

V. LAKSHMANACHAR (Sd. in existing name)

I, hitherto known as PREMENDRA LAL ROY son of Shri HEMENDRA LAL ROY employed as Clerk in Calcutta G.P.O., residing at 1/E, Radha Nath Mallick Lane, Calcutta-12, have changed my name and shall hereafter be known as PREMENDRA LAL ROY GUPTA.

PREMENDRA LAL ROY (Sd. in existing name)

Consequent on the marriage Kum. MALINI DINA-NATH PATHARE desires to be known and addressed as Smt. VIBHA NARAYAN JUKAR.

- I, RAM CHANDRA SARMA of No. 9, Galli, H/o, Hira Lal Malla, Jagatdal, P.S. Jagatdal, Dist. 24 Parganas, do hereby inform the public that I am employed at the 507, Central Workshop, E.M.E., Kankinara, P.S. Jagatdal, 24 Parganas, that inadvertantly my name was recorded as Ramcharan Lohar in my service record—this should be altered to Ram Chandra Sarma.
- I, Kota Koteswar Rao son of Kota Venkata Rao, T. No. 35149, Fitter, S.E. Railway, Khargpur Workshops, shall henceforth be known as Bavichetty Krishna Rao son of Bavichetty Nilachalam as per the Affidavit executed by my adopted and natural fathers.
- I, hitherto known as Sri Jagabandhu Sahoo adopted son of Shri Dhadi Sahoo employed as Material Checker C/o DCOS's Office. Engg. Stores Depot, P.O. Nimpura, Midnapore have changed my name and shall hereafter be known as Sri Babaji Chandra Raut s/o Late Bikal Raut.

JAGABANDHU SAHOO (Sd. in existing name)

- I, Ajab Singh s/o Sri Maurakhan Singh, resident of village Jawaharpur, Dist. Agra, have changed my name from Ajab Singh to Ajay Singh before affidavit 1st class magistrate at Dhanbad on 22-10-63.
- I, BALRAJ KRISHAN s/o Shri Nathu Ram working as Temporary C/STL in C.T.O., New Delhi may be known as B. K. Duggal s/o Shri Nathu Ram.

Sridhar Pari s/o Late Dinabandhu Pari of 58, Turf Road, Calcutta-25 will hereafter be known as "Sriram Chandra Pari" as per Afildavit dated 10-12-63.

This is to certify that the undersigned has changed his name from SHRI BHAGAWAN NAGANATH KASABE to SHRI BHAGAWAN NAGANATH KASABEKAR.

B. N. KASABE

I, hitherto known as SHRI NATH son of Shri GAJA-DHER PRASAD employed as Jem/Clk/Store (Prov) in 3, Field Ordnance Depot, Suranussi (Present address) 10, Ordnance Battalion, Suranussi (Jullundur) have changed my name and shall hereafter be known as SHRI NATH VERMA.

SHRI NATH

(Sd. in existing name)

I, hitherto known as Rama son of Shri Lakshman Rao employed as Hospital attendant in Railway Hospital, Mysore South-4, have changed my name and shall hereafter be known as L. Rama Rao.

RAMA

(Sd. in existing name)

I, hitherto known as Phaggu Ram son of Shri Kalu of Shri B. Chandra Rao employed as Asst. Station Master in Central Railway, Secunderabad Division, Raghavapuram Station, have changed my name and shall hereafter be known as B. V. Krishna Rao.

VENKATA KRISHNA RAO

(Sd. in existing name) Asst. Stn. Master, S. No. 9991, RGPM

I, hitherto known as SURESH NANDAN CHIKRA-MANE son of Shri NAGESH employed as Care Taker Mechanic in the Central Plant, Protection Station. Juni Line, Bilaspur (M.P.), have changed my name and shall hereafter be known as SURESH NANDAN RANA.

S. N. CHIKRAMANE (Sd. in existing name)

I, hitherto known as Basrupan Mochi, T. No. 1484 son of Shri Tapsi Ram employed as Beltman in Post & Telegraph Workshop, Alipore, Calcutta-27, residing at 2/H/1, Hospital Lane, Hastings, Calcutta-22, have changed my name and shall hereafter be known as Basrupan Ram, T. No. 1484.

BASRUPAN MOCHI, T. No. 1484 (Sd. in existing name)

- I, Bharat Singh s/o Shri R. S. Bhardwaj, employed in the Directorate of Employment, Training and Technical Education, Delhi Administration, as Stenographer have changed my name to Bharat Ram Bhardwaj.
- I, hitherto known as Gopalaiyer Suryanarayanan son of Late R. Gopala Iyer employed as Head Estimater, Railway Electrification, 1. Acharyya Jagadish Bose Road, Calcutta-20, have changed my name and shall hereafter be known as Gopalan Surya.

G. SURYANARAYANAN (Sd. in existing name)

I, hitherto known as JIBENDRA NATH MITRA son of Late Raj Jatindra Mitra employed as Estimator, Railway Electrification, 1, Acharyya Jagadish Bose Road, Calcutta-20, have changed my name and shall hereafter be known as RAJ JIBEN MITRA.

JIBENDRA NATH MITRA

(Sd. in existing name)

I, hitherto known as RAM SINGH son of Late Shri CHANDRA PAL SINGH employed as Mazdoor, VSD/314 in VSD COD Chheoki, residing at Vill. Bando, P.O. Karchhana, Tahsil Karchhana, Allahabad, have changed my name and shall hereafter be known as RAM BAHADUR SINGH.

RAM SINGH (Sd. in existing name)

I, hitherto known as RAM HARSH HARIJAN son of Shri NANHU RAM employed as C.S.K. IV, in No. 5 E.D. AF Stn., Devlali, Distt. Nasik, have changed my name and shall hereafter be known as HARISH KUMAR.

RAM HARSH HARIJAN

(Sd. in existing name)

- I, Rajiah Komaradu s/o Ladalla Augiah (A.P.) and working as S.K.R., T., No. 7435 at Loco Shed, Kazipet desire to change my name and I wish hereafter to be called as L. Rajiah Augiah.
- I, Bhaya Bhai Khoda, Civil Aerodrome, Akola, will hereafter be called and known as Bhaya Bhai Khoda Balas.
- I, hitherto known as YARAMALEPPA VIRUPAXAPPA ICHANGI son of Sri VIRUPAXAPPA YARAMALEPPA ICHANGI employed as a Telephone Operator in Govt. Telephone Exchange, Hubli residing at Block No. 46/A Gandhiwada Housing Society, Nehru Nagar, Hubli have changed my name and shall hereafter be known as VASANT VIRUPAXAPPA ICHANGI.
- I, hitherto known as Phaggu Ram son of Shri Kalu Ram employed as U.D.C. in WAD-4 Section, O/o the A.G., Pb., Simla-3, have changed my name and shall hereafter be known as Kanwar Bhan Chowdhry.

PHAGGU RAM (Sd. in existing name)

# **FORM NO. 155**

(See Rule 329)

Members' Voluntary Winding Up

Name of Company: Shahkot Transport Company Private Ltd., (In Liquidation) Amritsar.

# NOTICE CONVENING FINAL MEETING

Notice is hereby given in pursuance of Section 497 that a general meeting of the members of the above named Company will be held at the registered office at Amritsar on the 14th day of March, 1964 at 11 O'Clock in the forenoon for the purpose of having an account laid before them showing the manner in which the winding up has been conducted and the property of the Company disposed of and of hearing any explanation that may be given by the liquidator and also of determining by a special resolution of the Company the manner in which the books, accounts and documents of the Company and of the Liquidator shall be disposed of.

SARDARI LAL SACHDEVA

Voluntary Liquidator

Dated at Amritsar this 18th day of January, 1964.

# PUBLIC NOTICE

This is to notify the General Public and all those interested that Shri Hem Chandra one of the partners of M/s. Kanhya Lal Lachoo Mal & Co., 1819 Chandni Chowk, Delhi has retired from the firm with effect from 31-12-1963 and Shri Satish Chand has been admitted as a partner on 1-1-64 with remaining partners Shri Lachoo Mal and Shri Suresh Chand. All the assets and liabilities of the previous concern have been taken over by the newly constituted firm styled as M/s. Lachoo Mal Suresh Chand.

LACHOO MAL SURESH CHAND SATISH CHAND

# THE COMPANIES ACT, 1956

In Re: Pookkott Estate Private Limited.

At a General Body meeting of the above Company held at its registered office at Katalur Post, on Saturday the 30th day of November 1963, the tollowing resolution was passed as a special resolution. 'Resolved that the Company be wound up voluntarily as Members' voluntary winding up and that Shri Swami Satchitanand be appointed as Liquidator of the Company without any remuneration.'

For Pookkott Estate Private Ltd.,

B. PREMANAND
Managing Director

Place: Katalur Date: 11-12-1963.

# THE COMPANIES ACT, 1956

Members' Voluntary Winding Up

Notice of appointment of Liquidator pursuant to Sect. 516

Name of the Company: Pookkott Estate Private Ltd.

Nature of business: Maintaining estate.

Address of registered office: Katalur Post, Via Meladi, Kerala.

Name and address of the Liquidator: Swami Satchitanand, Katalur Post, Via Meladi.

Date of appointment: 30-11-1963.

By whom appointed: By the members.

SWAMI SATCHITANAND

Liguidator

Place: Katalur.

Date: 11-12-1963

# THE COMPANIES ACT, 1956

In Re: Prabhus French Polish Kerala Private Ltd.

At a General Body meeting of the above company held at its registered office at Katalur Post, on Saturday the 30th day of November 1963, the following resolution was passed as a special resolution. 'Resolved that the Company be wound up voluntarily as Members' voluntary winding up and that Shri Swami Satchitanand be appointed as Liquidator of the Company without any remuneration.'

For Prabhus French Polish Kerala Pr. Ltd.

B. SIDHARTH
Managing Director

Place: Katalur.

Date: 11-12-1963

# THE COMPANIES ACT, 1956

Members' Voluntary Winding Up

Notice of appointment of Liquidator pursuant to Sect. 516.

Name of the Company: Prabhus French Polish Kerala Private Ltd.

Nature of business: Manufacture & Sale of French Polish.

Address of registered office: Katalur Post, Via Meladi, Kerala.

Name and address of the Liquidator: Swami Satchitanand, Katalur Post, Via Meladi.

Date of appointment: 30-11-1963.

By whom appointed: By the members.

SWAMI SATCHITANAND

Liquidator

Place: Katalur.

Date: 11-12-1963